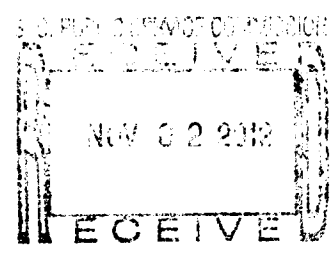


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6849 Peachtree-Dunwoody Road
Bldg. B-3, Suite 200, Atlanta, Georgia 30328-1610
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October 25, 2012

VIA U.S. MAIL

Ms. Jocelyn Boyd, Chief Clerk
Public Service Commission of South Carolina
101 Executive Center Dr., Suite 100
Columbia, SC 29210

Re: Approval of the Amendment to the Wireless Interconnection and Reciprocal Compensation Agreement Negotiated by and between Sandhill Telephone Cooperative, Inc. and United States Cellular Corporation, Pursuant to Sections 251(a) and 251(b)(5) of the Telecommunications Act of 1996

Dear Ms. Boyd:

Enclosed for filing are an original and two (2) copies of the Petition for Approval and the Amendment to the Wireless Interconnection and Reciprocal Compensation Agreement negotiated by and between Sandhill Telephone Cooperative, Inc. ("Sandhill") and United States Cellular Corporation ("U.S. Cellular"). Both Parties respectfully request that the filed Amendment be reviewed and considered for approval at the Commission's earliest convenience.

John Staurulakis, Inc. is filing the enclosed petition and Amendment on behalf of Sandhill and would appreciate that you file the same and return the extra copy stamped "filed" in the enclosed self-addressed, stamped envelope provided.

✓du

Thank you for your assistance in this matter.

Sincerely,

Mark A. Ozanick, Staff Consultant – Regulatory & Policy
John Staurulakis, Inc.

cc: Susan Melton, Sandhill Telephone Cooperative, Inc.
Dennis Ricca, U.S. Cellular

Headquarters: 7852 Walker Drive, Suite 200 Belt, MD 20770 phone: 301-459-7590, fax: 301-577-5575	Eagandale Corporate Center, Suite 310 1380 Corporate Center Curve, Eagan, MN 55121 phone: 651-452-2660, fax: 651-452-1909	Echelon Building II, Suite 200 9430 Research Blvd., Austin, TX 78759 phone: 512-338-0473, fax: 512-346-0822	547 South Oakview Lane Bountiful, UT 84010 phone: 801-294-4576, fax: 801-294-5124
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BEFORE THE PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA
Columbia, South Carolina 29210

In Re: *Approval of the Amendment to the Wireless Interconnection and Reciprocal Compensation Agreement Negotiated by and between Sandhill Telephone Cooperative, Inc. and United States Cellular Corporation, Pursuant to Sections 251(a) and 251(b)(5) of the Telecommunications Act of 1996*

**PETITION FOR APPROVAL OF THE AMENDMENT TO THE WIRELESS
INTERCONNECTION AND RECIPROCAL COMPENSATION AGREEMENT
NEGOTIATED BY AND BETWEEN SANDHILL RURAL TELEPHONE
COOPERATIVE, INC. AND UNITED STATES CELLULAR CORPORATION,
PURSUANT TO SECTIONS 251(A) AND 251(B)(5) OF THE
TELECOMMUNICATIONS ACT OF 1996**

Sandhill Telephone Cooperative, Inc. ("Sandhill") respectfully files this request with the South Carolina Public Service Commission for approval of the attached Amendment to the Wireless Interconnection and Reciprocal Compensation Agreement (the "Agreement") negotiated by and between Sandhill and United States Cellular Corporation ("U.S. Cellular") pursuant to Sections 251 (a) & (b)(5) of the Telecommunications Act of 1996 ("the Act"). The Amendment implements provisions of the recently issued Report and Order and Further Notice of Proposed Rulemaking in CC Docket Nos. 96-45 and 01-92; GN Docket No. 09-51; WC Docket Nos. 03-109, 05-337, 07-135 and 10-90; and WT Docket No. 10-208 as amended (the "USF/ICC Transformation Order") by the Federal Communications Commission ("FCC"). The Amendment continues to provide for the interconnection and mutual exchange of traffic between the two companies' networks. Sandhill, therefore, respectfully requests that the Commission act within the 90 days as specified by the Act and approve the Amendment.

In support of its request, Sandhill states the following:

THE PARTIES

1. Sandhill is an incumbent local exchange carrier authorized to provide local exchange service in the State of South Carolina.

2. U.S. Cellular is a telecommunications carrier that has been granted authority by the FCC to provide Commercial Mobile Radio Services (“CMRS”) in a specific market in the State of South Carolina.

THE AMENDMENT

3. Sandhill and U.S. Cellular have successfully negotiated the Amendment for the continued interconnection and mutual exchange of traffic between the two companies’ networks. A copy of the Amendment is attached hereto and incorporated herein by reference.

4. Sandhill and U.S. Cellular have entered into this Amendment, pursuant to Sections 251(a) and 251(b)(5) of the Act.

5. Pursuant to Section 252(e) of the Act, Sandhill is submitting the Amendment to the South Carolina Public Service Commission for its consideration and approval.

COMPLIANCE WITH THE ACT

6. First, as required by Section 252(e)(2)(a)(i) of the Act, the Amendment does not discriminate against any other telecommunications carrier.

7. Second, the Amendment is consistent with the public interest, convenience, and necessity, as required by Section 252(e)(2)(a)(ii) of the Act.

APPROVAL OF THE AMENDMENT

8. In accordance with Section 252(e) of the Act, the South Carolina Public Service Commission is charged with approving or rejecting the Amendment between Sandhill and U.S. Cellular within 90 days of its submission. The Act provides that the South Carolina Public Service Commission may reject such an Amendment only if it finds that the Amendment or any portion thereof discriminates against a telecommunications carrier not a party to the Amendment, or if it finds that the implementation of the Amendment or any portion thereof is not consistent with the public interest, convenience and necessity.


9. Sandhill and U.S. Cellular aver that the Amendment is consistent with the standards for approval.

10. Pursuant to Section 252(i) of the Act, once the Amendment is approved, Sandhill will make the entire Agreement, as amended, available to any similarly situated telecommunications carrier.

11. Sandhill respectfully requests that the South Carolina Public Service Commission approve the Amendment negotiated between the parties without revision as expeditiously as possible consistent with the public interest.

This 30th day of October 2012.

Respectfully submitted,

By: 
Mark A. Ozanick
John Staurulakis, Inc.
On Behalf Of:
Sandhill Telephone Cooperative, Inc.

CERTIFICATE OF SERVICE

I, Mark A. Ozanick, hereby certify that I have served a copy of the foregoing Petition for Approval of the Amendment to the Wireless Interconnection and Reciprocal Compensation Agreement on the following *via* United States Mail:

Susan Melton
Sandhill Telephone Cooperative, Inc.
122 S. Main St.
P.O. Box 519
Jefferson, SC 29718

Dennis Ricca
U.S. Cellular
8410 W. Bryn Mawr Ave., Suite 700
Chicago, IL 60631-3486
773-527-4703



Mark A. Ozanick

**AMENDMENT NO. 1
TO THE WIRELESS INTERCONNECTION AND
RECIPROCAL COMPENSATION AGREEMENT
BY AND BETWEEN
SANDHILL TELEPHONE COOPERATIVE, INC. AND U.S. CELLULAR**

This is an Amendment ("Amendment") to the Interconnection and Reciprocal Compensation Agreement by and between Sandhill Telephone Cooperative, Inc. ("Sandhill") and United States Cellular Corporation ("U.S. Cellular"), jointly the "Parties".

RECITALS

WHEREAS, the Parties, or their predecessors in interest, previously entered into a Wireless Interconnection and Reciprocal Compensation Agreement ("Original Agreement"), pursuant to 47 U.S.C. §§251/252, signed on November 4, 2002 by Sandhill General Manager Irvin B. Williams; and

WHEREAS, the Federal Communications Commission ("FCC") released on November 18, 2011 a "Report and Order and Further Notice of Proposed Rulemaking" in *Connect America Fund, A National Broadband Plan for Our Future, Establishing Just and Reasonable Rates for Local Exchange Carriers, High-Cost Universal Service Support, Developing an Unified Intercarrier Compensation Regime, Federal-State Joint Board on Universal Service, Lifeline and Link-Up, Universal Service Reform – Mobility Fund*, WC Docket Nos. 10-90, 07-135, 05-337, 03-109, GN Docket No. 09-51, CC Docket Nos. 01-92, 96-45, WT Docket No. 10- 208, FCC 11-161 ("*USF/ICC Transformation Order*"), as modified by Order on Reconsideration (rel. Dec. 23, 2011) ("*USF/ICC Transformation Order on Reconsideration*") (collectively referred to as the "*USF/ICC Transformation Orders*"); and

WHEREAS, the Original Agreement contains a "change in law" provision that authorizes the Parties to amend the Agreement to comport with a change in law.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

A. Definitions

1. "Bill-and-Keep" arrangements are those in which carriers exchanging telecommunications traffic do not charge each other for specific transport and/or termination functions or services as defined in 47 C.F.R. § 51.713.
2. "InterMTA Traffic" means telecommunications traffic exchanged between a LEC and a CMRS provider that, at the beginning of the call, originates in one Major Trading Area ("MTA"), as defined in 47 C.F.R. §24.202(a), and terminates in another MTA.

3. "Non-Access Telecommunications Traffic" (IntraMTA Traffic) means telecommunications traffic exchanged between a LEC and a CMRS provider that, at the beginning of the call, originates and terminates within the same MTA as defined by the FCC in 47 C.F.R. 51.701.

B. Amendment Terms

Notwithstanding anything to the contrary in the Agreement, including any amendments to the Agreement, pursuant to the FCC's USF/ICC Transformation Order, effective for traffic exchanged on and after July 1, 2012, Bill-and-Keep shall be the compensation methodology for Non-Access Telecommunications Traffic exchanged between Sandhill and U.S. Cellular.

1. In accordance with FCC Rule 47 C.F.R. §51.709(c) for Non-Access Telecommunications Traffic exchanged between Sandhill and U.S. Cellular, Sandhill will be responsible for transport to U.S. Cellular's interconnection point when it is located within Sandhill's service area. When U.S. Cellular's interconnection point is located outside Sandhill's service area, Sandhill's transport and provisioning obligation stops at its meet point and U.S. Cellular is responsible for the remaining transport to its interconnection point.
2. The Parties agree to pass all required signaling information, including Calling Party Number ("CPN") and the Calling Party's Charge Number ("CN") in the appropriate SS7 ISDN User Part ("ISUP") fields or CPN and CN in the appropriate multi-frequency ("MF") fields, as required by the FCC in 47 C.F.R. § 64.1601(a). In the event that either Party acts as an intermediary on any call, the Party shall pass unaltered to subsequent providers in the call path signaling information identifying the telephone number, or billing number, if different, of the calling party that is received with a call.
3. The chart in Section 17.10.1 Notices shall be replaced by the following chart:

Sandhill Telephone Cooperative, Inc.	U.S. Cellular
<u>For Official Notices:</u> Lee Chambers, CEO / Manager Sandhill Telephone Cooperative, Inc. 122 S. Main St. P.O. Box 519 Jefferson, SC 29718 Phone: 843-658-6379 Fax: 843-658-7700 Email: lee.chambers@shtc.net	<u>For Official Notices:</u> Mike Dienhart Senior Director, National Network Planning United States Cellular Corporation 8410 West Bryn Mawr Avenue, Suite 700 Chicago, IL 60631 Phone: (773) 399-7070 Fax: (773) 399-4832 Email: Mike.Dienhart@uscellular.com

<p><u>For Billing:</u></p> <p>Susan S. Melton, CABS Coordinator Sandhill Telephone Cooperative, Inc. 122 S. Main St. P.O. Box 519 Jefferson, SC 29718 Phone: 843-658-6846 Fax: 843-658-7700 Email: susan.melton@shtc.net</p>	<p>With copy to:</p> <p>Stephen P. Fitzell c/o Sidley Austin LLP One South Dearborn Chicago, IL 60603 Phone: (312) 853-7379 Fax: (312) 853-7036 Email: sfitzell@sidley.com</p> <p><u>For Billing:</u></p> <p>Manager – Telco Billing United States Cellular Corporation P.O. Box 31790 Chicago, IL 60631-0790 Phone: 773-399-4281</p>
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4. This Amendment shall be effective July 1, 2012.
5. This Amendment shall remain effective as long as the Original Agreement remains effective between the Parties, subject to future changes of law or written amendments mutually agreed to by the Parties.
6. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented without the written consent thereto by both Parties' authorized representatives.
7. Except as expressly set forth herein, the terms and conditions of the Original Agreement shall remain in full force and effect without change.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

United States Cellular Corporation



Authorized Signature

David Fiala

Name Printed/Typed

Director, Telco Billing, Contracts &
Number Management

Title

10/19/2012

Date

Sandhill Telephone Cooperative, Inc.



Authorized Signature

Lee Chambers

Name Printed/Typed

CEO / Manager

Title

10/26/12

Date